

Fill in this information to identify the case:

Debtor 1 Cornell Delvin Davis
Debtor 2 _____
(Spouse, if filing)
United States Bankruptcy Court for the District of South Carolina
Case Number 17-03788-jw

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of Creditor: Federal National Mortgage Association Court Claim no. (if known): N/A
("Fannie Mae")

Last 4 digits of any number you use to identify the debtor's account:

3235

Date of payment change:

Must be at least 21 days after the date 02/01/2019 of this notice

New total payment:

\$2,193.64

Principal, interest, and escrow, if any

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☒ No

☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable non-bankruptcy law. Describe the basis for the change. If a statement is not attached, explain why:

Current escrow payment: \$ _____ New escrow payment: \$ _____

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment of the interest rate on the debtor's variable rate account?

☐ No

☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable non-bankruptcy law. If a notice is not attached explain why: _____

Current interest rate: 4.12500%

New interest rate: 5.37500%

Current principal and interest payment: \$ 1,627.97 New Principal and interest payment: \$ 1,793.49

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.):

Reason for change: _____

Current mortgage payment: \$ _____ New mortgage payment: \$ _____

Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title if any, and stat your address and telephone number.

Check the appropriate box.

- ☐ I am the creditor.
☒ I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

x /s/ Jason D. Wyman
Signature

Date 12/ 13/ 2018

Print: Jason D. Wyman
Company Rogers Townsend & Thomas, PC
Address 100 Executive Center Drive
Columbia, SC 29210
Telephone: (803)744-7444
Email: ecfnotices@rtt-law.com

Title: Attorney

CORNELL D DAVIS
c/o MICHAEL CONRADY
PO BOX 684
MT PLEASANT SC 29465-0684

Physical Address
14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

Payments
PO Box 54420, Los Angeles, CA 90054-0420

Correspondence, Inquiries and Notices
P.O. Box 2008, Grand Rapids, MI 49501-2008

Phone: 866.570.5277
Fax: 866.578.5277
www.seterus.com

November 19, 2018
Loan number:
Serviced by Seterus, Inc.

Changes to Your Mortgage Interest Rate and Payments on February 01, 2019

Under the terms of your Adjustable-Rate Mortgage (ARM), your interest rate has been in effect for 12 month(s). That period will end on January 01, 2019. After this date, your interest rate may change every 12 month(s) for the remainder of your loan term. Any change in the interest rate may also result in a change to your mortgage payment.

	CURRENT RATE AND MONTHLY PAYMENT	NEW RATE AND MONTHLY PAYMENT
Interest rate	4.12500%	5.37500%
Principal payment	\$770.47	\$683.06
Interest payment	\$857.50	\$1,110.43
Total principal and interest payment*	\$1,627.97	\$1,793.49
Escrow payment	\$400.15	\$400.15
Total monthly payment	\$2,028.12	\$2,193.64 (Due: February 01, 2019)

*The interest payment stated on this notice is based on the amortized unpaid principal balance at the time this notice was generated. While the allocation of principal and interest may change, your total principal and interest payment will remain the same.

Interest rate: We calculated your interest rate by taking a published "index rate," adding a certain number of percentage points, called the "margin," and taking into consideration any applicable rounding and interest rate caps as prescribed in your loan agreement. Your new interest rate is based on the "index" rate of 3.11838%, which was published on November 16, 2018, and a margin of 2.25000%. The index used to calculate your interest rate is published daily in the Wall Street Journal.

Rate limits: Your interest rate can never be higher than 10.37500% over the life of the loan, based on your loan agreement. Your interest rate is not allowed to increase by more than 2.00000% or decrease by more than 2.00000% with this adjustment. Seterus does not collect carryover interest.

CORNELL D DAVIS

November 19, 2018

Loan number:

New interest rate and monthly payment: The table above shows your new interest rate and new monthly payment. Your new payment is based on the 1 Year Libor (Wall Street Journal), your margin, and applicable rate limitations as stated above, your loan balance of \$247,910.80, and your remaining loan term of 216 months.

Prepayment penalty: We currently do not impose a prepayment penalty on any loan; however, this policy is subject to change, in which case future billing statements will be updated accordingly.

The option to convert to fixed rate: You may have the option to convert your loan from an adjustable rate to a fixed rate loan. Please refer to your loan documents for details. To convert to a fixed rate, we require the following:

- The loan must be current.
- A current appraisal to confirm that the loan-to-value ratio (LTV) is 95% or less or to determine the amount the unpaid principal balance must be reduced to arrive at 95%.
- Any adjustable rate mortgage features included in the private mortgage insurance (PMI) must be eliminated.
- You may have to sign additional legal documents.
- We will assess a fee for processing the conversion if a fee is specified in the original note.
- If ownership of the property is transferred, we will enforce the due-on-sale provision unless otherwise provided under the terms of your loan.

If you anticipate problems making your payments: Contact us at 866.570.5277 as soon as possible. If you wish to seek an alternative to the upcoming changes to your interest rate and payment, the following options **may** be possible (most are subject to servicer approval):

- Refinance your loan with the lender of your choice.
- Sell your home and use the proceeds to pay off your loan.
- Modify your loan terms with us.
- Payment forbearance temporarily gives you time to pay your monthly payment.

If you would like contact information for the counseling agencies or programs in your area, call the U.S. Department of Housing and Urban Development (HUD) at 800.569.4287 or visit www.hud.gov. If you would like contact information for a state housing finance agency, contact the U.S. Consumer Financial Protection Bureau (CFPB) at <http://www.consumerfinance.gov/mortgagehelp/>.

You may also inquire about further assistance by contacting the Homeowner's HOPE™ Hotline at 888.995.HOPE (4673). Information regarding the availability of additional educational resources can be found at Fannie Mae's Know Your Options™ website at www.knowyouroptions.com.

If you have any questions, please contact Cindy Branson, Team Lead at 866.570.5277.

Sincerely,

Seterus, Inc.

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF SOUTH CAROLINA

IN RE:

Cornell Delvin Davis,

Debtor(s).

CHAPTER 13

CASE NO.: 17-03788-jw

CERTIFICATE OF SERVICE

I, the undersigned employee of ROGERS TOWNSEND & THOMAS, PC, do hereby
certify that a copy of the Notice of Mortgage Payment Change was mailed to the parties listed
below:

Cornell Delvin Davis
800 Sangaree Parkway, Apt 104B
Summerville, SC 29486

Michael Conrady, Esquire
Campbell Law Firm, PA
PO Box 684
Mount Pleasant, SC 29465

James M. Wyman (via electronic service)
Chapter 13 Trustee
Post Office Box 997
Mount Pleasant, SC 29465-0997

/s/ Lori Qualls

ROGERS TOWNSEND & THOMAS, PC
Lori Qualls, Bankruptcy Paralegal
Post Office Box 100200
Columbia, SC 29202-3200
(803) 744-4444

Columbia, South Carolina
December 13, 2018